

SECONDARY AGREEMENT BETWEEN
THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH
AND
THE MICHIGAN CORRECTIONS ORGANIZATION
LOCAL 526, SEIU, AFL-CIO

For the Union:

For Management:

Mel Grieshaber
Executive Director
Michigan Corrections Organization

Norde James
Human Resources Division Director
Department of Community Health

E. John Bowers
Labor Relations Representative
Michigan Corrections Organization

Renee Harrell
Labor Relations Representative
Department of Community Health

This secondary contract represents an agreement between the above parties on all contract items delegated to Secondary Negotiations by the Primary Contract. The effective date of this secondary contract will be upon ratification by the Civil Service Commission.

Article 12, Section A.
SAFETY AND HEALTH, General.

The Department of Community Health and the Michigan Corrections Organization agree to continue the Safety/Security Committee at the Center for Forensic Psychiatry. One individual at the Center for Forensic Psychiatry may be appointed by the Union as a Safety Representative to attend these meetings. The Safety Representative shall be permitted time off from scheduled work for attendance at committee meetings. If the designated Safety Representative is an afternoon or midnight shift employee, he/she shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift to attend the committee meetings. The Safety Representative's schedule adjustment must be provided in writing to the Personnel Officer, or Designee, not less than 96 hours prior to the committee meetings. Either party may bring in resource persons as needed.

The Union reserves the right to raise any unresolved issues at facility level Labor/Management meetings or Departmental level Labor/Management meetings where necessary. Items needing immediate attention may also be raised with appropriate agency administrators where waiting for a meeting would pose a significant health and safety risk to bargaining unit members.

Article 14, Section D.
LAYOFF AND RECALL PROCEDURE, General Layoff Procedures.

If operations at the Center for Forensic Psychiatry are significantly reorganized, or bargaining unit work is transferred to a new or different existing facility so as to cause layoffs at the original work location, any dispute regarding how the sections of this Article are to be applied to such circumstances will be subject to meetings between the parties. Any agreements reached in such meetings shall be in writing. Such meetings shall not operate to delay implementation of these provisions.

The term "significantly reorganized" for purposes of this section affecting the Department of Community Health work location, as defined in Article 3, Section B., of the Primary Agreement as a building or group of buildings which constitute a facility, shall be defined as the:

1. Partial closing of a work location resulting in the layoff of bargaining unit members;
2. The transfer of bargaining unit work to a new or different work location;

3. The elimination of bargaining unit work due to changes in the mission of the work location; or,
4. Redesign of the workforce.

Article 15 Part B, Section B.6.
ASSIGNMENT, VACANCY AND TRANSFER, Bid Positions.

- a. CENTER FOR FORENSIC PSYCHIATRY.
 - (1) The parties agree that the transporter assignment within the agency constitutes a bid position. The hours of work for these positions shall be at the sole discretion of management.
 - (2) The parties agree to make the security console operators two full time bid positions per shift. The second position shall be posted on each shift, and awarded to one of the three highest senior qualified applicants. Each of the positions will have prime days off, with one having Friday/Saturday, and the other having Sunday/Monday (except for midnight shift which shall be Thursday/Friday, Saturday/Sunday). The current full time bid holder shall have first choice of Regular Days Off (RDOs). If a bid security console operator(s) is absent, Management reserves the right to staff this position from the pool of FSA's on duty.
- b. If an Agency creates new, permanent job assignments to be worked the entire shift, the subject of bid positions may be addressed at agency level Labor/Management meetings, and modifications of the Secondary Agreement on this subject shall be subject to review by the MCO Central Office, and Department of Community Health Central Personnel Office to determine if the matter is to be submitted to the Civil Service Commission for review and approval.
- c. Incumbents of a bid position may be assigned from bid positions on a daily basis to cover another position. The agency, however, will not fill in behind an employee who was reassigned from a bid position unless it constitutes an emergency.

Article 22, Section I.2.
MISCELLANEOUS, Uniforms.

At the Center for Forensic Psychiatry in the Department of Community Health, either party may raise issues such as uniform components, its style, safety and functional

features or changes in the agency uniform policy at local Labor/Management meetings. The local Labor/Management committee may establish a subcommittee to address these issues if necessary. Such subcommittee shall normally meet for no more than 4 meetings in 1 calendar year.

For those Forensic Security Aides who are required to wear a uniform, the agency agrees to provide, at a minimum, the following:

Winter Jacket - Shall be winter weighted;
Exchange - 1 jacket, every 36 months.

Shirts - 3 short-sleeve shirts and 4 long-sleeve shirts;
Exchange - 3 every 12 months.

Pants - 5 pair;
Exchange - 2 pair every 12 months.

Ties - 4, Clip-on style;
Exchange - as needed.

Belt - 1;
Exchange - 1 every 12 months.

Footwear - Reimbursement not to exceed \$80.00 per fiscal year for approved footwear in compliance with the agency uniform policy.

- a. Any additional items deemed necessary by the Security Director at the Center for Forensic Psychiatry will also be provided. The intent of this language is to continue the current issued uniforms, and any changes to the uniform policies will be discussed at a local Labor/Management meeting.
- b. An article of uniform clothing will be replaced without cost to the employee when the uniform clothing is damaged in the line of duty or through normal wear and tear, or as needed, on a case-by-case basis. Employees will be issued uniforms that fit properly.
- c. Each employee required to wear the uniform will be entitled to an allowance of \$575.00 per year to cover dry cleaning, laundering and tailoring expenses of the uniform. The allowance will be paid by the second pay period in October, pro-rated by the number of full pay periods the employee is in pay status in this bargaining unit during the previous fiscal year. For purposes of this section, the Department may treat employees absent on workers' compensation 2 pay periods or longer as not being in pay status.
- d. Non-dangerous union lapel pin may be worn with uniforms or personal garments.

In the event that the Center for Forensic Psychiatry determines it is necessary for Forensic Security Aides to wear standardized attire (not a uniform) the local Labor/Management committee may also establish a sub-committee to discuss this attire.

ARTICLE 28, SECTION G
Annual Leave Application and Scheduling

1. Current practice for scheduling vacations will continue unless altered through facility level Labor/Management agreements.
2. The number of Forensic Security Aides (FSAs) to be released each day will be determined according to the Letter of Understanding, signed by the parties in February 11, 1997. (See attachment)
3. The method of determining which days will be scheduled with the higher and lower number slots will be decided locally.

Article 36
TUITION REIMBURSEMENT.

The Department of Community Health agrees to develop a procedure by which MCO bargaining unit members may apply for, and be granted money for the tuition reimbursement program identified in the Primary Agreement based on a ratio of \$4.00 per year per departmental employee.

The procedure will contain the following elements:

1. Employees will be non-probationary and will be in satisfactory status at time of the application.
2. Reimbursement will be approved only for courses completed after January 1, 2005.
3. Employees shall certify that they are not receiving any other tuition payments, grants or stipends for the course for which reimbursement is requested.
4. The course must be job related or part of a job related degree program.
5. Reimbursement will be made after satisfactory completion of the course with a passing grade of at least 2.0 on a 4.0 scale, verified by a certified copy of his/her transcript or original report card.

6. Employee must verify payment of tuition with an original receipt.
7. Reimbursement to an employee is limited to the lesser of one course per term or semester or \$250.00, and shall apply only to tuition and shall not apply to such items as fees, books or supplies. Such reimbursement shall not exceed 3 courses per fiscal year.
8. Applications will be processed in the order received, but no payment will be made prior to course completion and required verification.
9. The number of approvals during any fiscal year will be contingent upon availability of funds.